

EXHIBIT

SAMPLE – DESIGN-BUILD SERVICES FOR THE SS4A DEMONSTRATION OF INTELLIGENT TRANSPORTATION SYSTEMS SAFETY INFRASTRUCTURE IMPROVEMENTS IN ESCAMBIA COUNTY

RFP NO: _____

This Agreement made as of this ___ day of _____, 2026, by and between the Emerald Coast Regional Council, Florida - (the “ECRC”), and _____ authorized to do business in the State of Florida (the “CONTRACTOR”), and whose address is:

_____, Phone: _____ Fax: _____.

In consideration of the mutual promises contained herein, the ECRC and the CONTRACTOR agree as follows:

RECITALS

The ECRC issued Request for Qualifications No. _____ (“RFP”) for Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County. The CONTRACTOR submitted a response, dated _____, to the RFP, and the ECRC, after evaluation of the responses received, selected the CONTRACTOR for an award of a contract for design-build services. The ECRC and the CONTRACTOR now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein. The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The CONTRACTOR’S responsibility under this Agreement includes all aspects of the ITS and safety improvements demonstration, including but not limited to, design, permitting, construction, installation and integration, to deploy safety and operational improvements along two corridors: State Road (S.R.) 295 / Fairfield Drive from Mobile Highway to Texar Drive, and S.R. 95 / Pensacola Boulevard from Beverly Parkway to W Street, as well as the design and deployment of a fiber optic communications network along two corridors: S.R. 296 / West Michigan Avenue / Beverly Parkway from Mobile Highway to Pensacola Boulevard, and S.R. 10A / Mobile Highway from Michigan Avenue to Fairfield Drive, to provide a loop connection in order to ensure connectivity through a high speed network with the existing ITS network and the Project ITS and safety improvements demonstration corridors. The CONTRACTOR will perform those services generally described in the Scope of Services which is attached as **Exhibit 1** to this Agreement and is by reference incorporated herein.

The project is being funded through a Federal Highway Administration (FHWA) Grant Agreement. executed grant agreement and agrees to comply with all the requirements of the grant agreement. The CONTRACTOR shall comply with the “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“SS4A”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

The CONTRACTOR will comply with also comply with U.S. Department Of Transportation Exhibits To FHWA Grant Agreements Under The Fiscal Year 2024 Safe Streets And Roads For All (SS4A)

Grant Program June 13, 2024, found at: <https://www.transportation.gov/grants/ss4a/exhibits-to-fhwa-grant-agreements-fy24>, and hereby incorporated.

The ECRC has an evaluation process to monitor the satisfactory performance of services under this contract. The CONTRACTOR shall be evaluated within sixty (60) days of project completion. The evaluation will provide an indication of the Contractor's ability to develop practical, accurate, complete, and cost-effective construction plans. The CONTRACTORS shall be given an opportunity to provide written comments in response to the completed evaluation. Such evaluation may be used as reference information for future solicitations issued by the ECRC.

Services of the CONTRACTOR shall be under the general direction of the ECRC PROJECT MANAGER, who may designate a person to act as the ECRC's representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 – CONTRACT TERM

The Scope of Services to be rendered by the CONTRACTOR shall be completed in accordance with the project schedule included in Exhibit "2". The commencement date for services shall be the date specified in the written notice to proceed from the ECRC's Project Manager. Changes to such project schedule shall be subject to mutual agreement of the ECRC and CONTRACTOR. This Contract shall commence _____ and continue in effect through _____.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

For the satisfactory completion of the Scope of Services, the CONTRACTOR shall be paid a total sum not to exceed \$ _____. The method of payment under this Agreement will be based on LUMP SUM AMOUNT or SPECIFIC RATES OF COMPENSATION. The ECRC shall pay the CONTRACTOR's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the ECRC. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in the Agreement, unless modified by an amendment executed by the ECRC and Party.

The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the ECRC Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the ECRC. This indicates that all services have been performed and all charges and costs have been invoiced to the ECRC. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 – ADDITIONAL OBLIGATIONS OF THE CONTRACTOR AND ECRC

1. The ECRC and the CONTRACTOR acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the CONTRACTOR covenants with the ECRC to furnish their professional skill, care and judgment in accordance with the prevailing standard of skill,

care and judgment expected of any professional CONTRACTOR under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the ECRC in advancing the interest of the ECRC. The CONTRACTOR acknowledges that the ECRC reserves the right to provide to the CONTRACTOR from time to time, suggested approaches to problems and revisions to the work products.

2. When requested, and not at the expense of the CONTRACTOR, the ECRC will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the ECRC, and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the ECRC's records, CONTRACTOR shall identify those requirements to the Project Manager. The ECRC will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the CONTRACTOR and render decisions pertaining thereto within a reasonable time so as not to delay the services of the CONTRACTOR.
3. The ECRC shall give prompt written notice to the CONTRACTOR whenever the ECRC observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR 's services, or any defect or non-conformance in the services performed by the CONTRACTOR or any subconsultant.
4. The CONTRACTOR shall provide, to the ECRC, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the CONTRACTOR for record.
5. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Agreement, including subconsultants assigned by the CONTRACTOR to perform work pursuant to the Contract. The E-Verify form is attached to this Agreement.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the ECRC, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the ECRC's sovereign immunity.

ARTICLE 6 – INSURANCE & BONDS

6.1 Prior to commencing work, CONTRACTOR shall procure and maintain at CONTRACTOR 's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by CONTRACTOR, its agents, representatives, employees or subconsultants. The cost of such insurance shall be borne by CONTRACTOR.

6.1.1 CONTRACTOR shall maintain the following coverage with limits no less than the indicated amounts:

- (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per

occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim- made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- i. Premise/Operations
 - ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - iii. Products/Completed Operations
 - iv. Contractual
 - v. Independent Contractors
 - vi. Broad Form Property Damage
 - vii. Personal Injury
- (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.
- i. Owned/Leased Autos
 - ii. Non-Owned Autos
 - iii. Hired Autos
- (c) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.
- (d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

6.1.2 Other Insurance Provisions

- (a) Commercial General Liability and Automobile Liability Coverage's
- (i) ECRC, members of its ECRC Commission and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR or premises on which CONTRACTOR is performing Services on behalf of ECRC. The coverage shall contain no special limitations on the scope of protection afforded to ECRC, members of its ECRC Commission, boards, commissions and committees, officers, agents, employees and volunteers.

The CONTRACTOR 's insurance coverage shall be primary insurance as respects ECRC, members of its ECRC Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by ECRC, members of its ECRC Commission and committees, officers, agents, employees and volunteers shall be excess of CONTRACTOR 's insurance and shall not contribute with it.

Comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or

maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to ECRC, members of its ECRC Commission, boards, commissions and committees, officers, agents, employees and volunteers.
 - (iii) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
- (b) **Workers' Compensation and Employers' Liability and Property Coverage's**
The insurer shall agree to waive all rights of subrogation against ECRC, member of its ECRC. Commission, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CONTRACTOR in the performance of Services under this Agreement.
- (c) **All Coverage's**
Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ECRC in accordance with this Agreement.
- (ii) If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. ECRC, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach.

Alternatively, ECRC may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to CONTRACTOR, ECRC may deduct from sums due to CONTRACTOR any premium costs advanced by ECRC for such insurance.
 - (iii) All policies shall be occurrence form policies and shall name ECRC as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date.

6.1.3. Deductibles

Any deductibles must be declared to and approved by ECRC. At the option of ECRC, the insurer shall reduce or eliminate such deductibles as respects ECRC, members of its ECRC Commission, boards, commissions and committees, officers, agents, employees and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

6.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

6.1.5. Verification of Coverage

CONTRACTOR shall furnish ECRC with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by ECRC before work commences.

6.1.6. Subconsultants and Subcontractors

CONTRACTOR shall include each of its subconsultants and subcontractors as insured under the policies of insurance required herein.

6.2 Prior to the construction commencement date, the CONTRACTOR shall furnish to the Owner a Performance and Payment Bond executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in an amount no less than the Contract Sum, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all Architect/Engineer, Contractors, Consultants, subcontractors, materialmen, and laborers. The Owner will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for agreements requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for agreements requiring a bond of less than \$500,000. Said bond shall be subject to the approval of ECRC.

6.3 The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the ECRC.

6.4 Required insurance shall be documented in Certificates of Insurance which provide that ECRC shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to ECRC at least 15 days prior to coverage renewals. ECRC is to be named as an additional insured entity.

6.5 For commercial general liability coverage, CONTRACTOR shall, at the option of ECRC, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

6.6 Receipt of certificates or other documentation of insurance or policies or copies of policies by ECRC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

6.7 CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

ARTICLE 7 - NONDISCRIMINATION IN EMPLOYMENT

By the execution of this Agreement, the CONTRACTOR agrees to and assures the ECRC of the following:

7.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The CONTRACTOR will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

72 The CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

73 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that the firm is an Equal Opportunity Employer.

74 In the event that the CONTRACTOR does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

ARTICLE 8 - CONTRACT RECORDS

The ECRC shall have access to all books, documents, papers, and records of the CONTRACTOR directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall maintain all required records and other records pertinent to this Agreement for five (5) years after the ECRC makes final payment and all other pending matters are closed.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

9.0 The term "ECRC Design Documents" shall mean any and all documents prepared by ECRC staff, or by other CONTRACTORs to the ECRC, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All ECRC Design Documents shall be and remain the property of the ECRC, and the ECRC shall retain all common law, statutory and other reserved rights, including the copyright. ECRC Design Documents shall not to be used on other work by the CONTRACTOR or be provided to third parties and shall be returned to the ECRC at the conclusion or termination of this Agreement

9.1 All designs, drawings, specifications, data and information prepared by CONTRACTOR shall be the property of the ECRC, but the ECRC hereby grants to the CONTRACTOR an irrevocable right to use the foregoing in its business. The CONTRACTOR shall deliver the originals (hard copy and/or electronic file) of all such documents to the ECRC upon completion of CONTRACTOR's work under this Agreement. Without written verification or adaptation by the CONTRACTOR for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the ECRC or others for any project other than that for which they were originally prepared.

ARTICLE 10 - ERRORS AND OMISSIONS

Acceptance of the work by the ECRC or Agreement termination does not constitute ECRC approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

ARTICLE 11 – TERMINATION OR SUSPENSION OF PROJECT

The ECRC may, by written notice to the CONTRACTOR, suspend any or all of the CONTRACTOR's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the ECRC may terminate this Agreement in whole or in part at any time the interest of the ECRC requires such termination.

11.1 If the ECRC determines that the performance of the CONTRACTOR is not satisfactory, the ECRC shall notify the CONTRACTOR of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the CONTRACTOR of the deficiency that requires correction. If the deficiency is not corrected within such period, the ECRC CONTRACTOR may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the ECRC to correct the deficiency. In the event the ECRC chooses to take action and not terminate the Agreement, the CONTRACTOR shall, upon demand, promptly reimburse the ECRC for any and all costs and expenses incurred by the ECRC in correcting the deficiency.

11.2 If the ECRC terminates the Agreement with cause or for convenience, the ECRC shall notify the CONTRACTOR of such termination in writing at least fourteen (14) days in advance. The notice from the ECRC shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

11.3 If the Agreement is terminated before the Project is completed, the CONTRACTOR shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the ECRC and will be turned over promptly by the CONTRACTOR.

11.4 The ECRC reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR or any subconsultant/subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

11.5 Upon receipt of any final termination or suspension notice under this paragraph 10., the CONTRACTOR shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the ECRC or upon the basis of terms and conditions imposed by the ECRC upon the failure of the CONTRACTOR to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the ECRC may otherwise have arising out of this Agreement.

ARTICLE 12 - PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the ECRC to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR hereby certifies that it will completely disclose to the ECRC all facts bearing upon any possible

conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the CONTRACTOR now has or will have. Said disclosure shall be made by the CONTRACTOR contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the CONTRACTOR. The CONTRACTOR at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the ECRC. Failure to abide by this section shall result in the immediate termination of this Agreement.

ARTICLE 14 - LUMP SUM OR COST PLUS FIXED FEE CONTRACTS

The CONTRACTOR certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the ECRC to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to CONTRACTOR due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

ARTICLE 15 - GENERAL PROVISIONS

15.1 CONTRACTOR shall not assign any of their rights or obligations under this Agreement without prior approval by the ECRC.

15.2 CONTRACTOR shall be responsible for the actions of any and all of their subcontractors and CONTRACTOR s. Neither subcontractors nor any subconsultants shall interface directly with the ECRC.

15.3 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in ECRC, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

15.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

If written notice to a party is required under this Agreement, such notice shall be given by email, as follows:

Emerald Coast Regional Council
Attention: Ada Clark
Email: ada.clark@ECRC.org

With a copy to: ECRC Attorney

and if sent to the CONTRACTOR shall be mailed to:

15.5 A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's

15.6 The CONTRACTOR will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the ECRC.

15.7 The CONTRACTOR shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete and cost-effective construction plans. The CONTRACTOR shall be given the opportunity to give written comments in response to the completed evaluation.

15.8 If, after Project completion, any claim is made by the ECRC resulting from an audit or for work or services performed pursuant to this Agreement, the ECRC may offset such amount from payments due for work or services done under any agreement which it has with the CONTRACTOR owing such amount if, upon demand, payment of the amount is not made within 60 days to the ECRC. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the ECRC. In no event shall the making by the ECRC of any payment to the CONTRACTOR constitute or be construed as a waiver by the ECRC of any breach of covenant or any default which may then exist on the part of the CONTRACTOR and the making of such payment by the ECRC, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the ECRC with respect to such breach or default.

15.9 Public Entity Crimes as required by Florida State Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list." Moreover, any person must notify the ECRC within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

15.10 The selected CONTRACTOR shall implement and meet the requirements for a drug-free workplace. Certification provided attached herein.

15.11 The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Certification and details provided attached herein.

15.12 This project is a Federal Aid Contract. All terms included attached herein shall be incorporated into this contract and project design.

ARTICLE 16 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the ECRC.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 17 - SUBCONTRACTING

The ECRC reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subconsultant by the ECRC.

ARTICLE 18 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 19 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include but are not limited to: acts of God; the ECRC's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subconsultant(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the ECRC shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the ECRC, any affected provision of this Agreement shall be revised accordingly; subject to the ECRC's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 20 - LIQUIDATED DAMAGES

The Liquidated damages shall be a daily rate determined by the ECRC based on allowable and reasonable costs of damages to the ECRC including ECRC staff and administration costs of all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The ECRC shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 21 - ARREARS

The CONTRACTOR shall not pledge the ECRC'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the ECRC for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the ECRC under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the ECRC or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the ECRC'S prior written consent.

Such information and data shall be and will remain the ECRC'S property and may be reproduced and reused at the discretion of the ECRC.

All products generated by the CONTRACTOR for the ECRC become the property of the ECRC. The ECRC may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The ECRC and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida. CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the ECRC in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the ECRC and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the ECRC become the property of the ECRC. The ECRC may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), CONTRACTOR must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy

any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- E. If a CONTRACTOR does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Dawn Schwartz, ECRC by email at, dawn.schwartz@ecrc.org or via mail, at P.O. Box 11399, Pensacola, FL 32524.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent CONTRACTOR, and not an employee, agent, or servant of the ECRC. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the ECRC shall be that of an independent CONTRACTOR and not as employees or agents of the ECRC.

The CONTRACTOR does not have the power or authority to bind the ECRC in any promise, agreement or representation.

The CONTRACTOR shall hold the ECRC, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the ECRC, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 24 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the ECRC. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subconsultant shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 25 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - ECRC'S REPRESENTATIVE AND AUTHORITY

The person designated by the ECRC MANAGER shall serve as the ECRC'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety. The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 30 - MODIFICATION

The ECRC reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the ECRC'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by ECRC, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the ECRC of any estimated change in the completion date, and (3) advise the ECRC in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the ECRC so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the ECRC'S decision to proceed with the change. If the ECRC elects to make the change, the ECRC shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 31 - VENUE

All applicable laws, regulations and ordinances of the State of Florida and Escambia County will apply to

consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court in Escambia County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 32 – INSPECTOR GENERAL

The parties agree to comply with S.20.055(5) Florida Statutes, and to incorporate in all subcontracts, the obligation to comply with S.20.055(5), Florida Statutes.

ARTICLE 33 – FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents:

Attachment A – Submittal Form

Attachment B – Contracting References

Attachment C – Non-Collusion and Debarment Affidavit

Attachment D – U.S. Department of Homeland Security's E-Verify form
<https://www.uscis.gov/i-9>)

Attachment E - Scrutinized Companies

Attachment F – Certification for Disclosure Of Lobbying Activities

Attachment G – Design-Build Stipend Agreement

Attachment H – Drug Free Workplace Program Certification

Attachment I – Davis-Bacon Prevailing Wages

Attachment J – Required Insurance Certificates/Performance Payment Bond

Attachment K – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment L – Conflict of Interest/Confidentiality Certification

Exhibit 1 – Scope of Services and Project Schedule

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the ECRC for filing in the official records.

EMERALD COAST REGIONAL COUNCIL

Attest: _____

By: _____

CONTRACTOR Witnesses:
(2 REQUIRED)

CONTRACTOR:

Witness: _____
Name

Business Name

Signature

By: _____
Signature

Witness: _____
Name

Print Name and Title

Signature

APPROVED AS TO FORM FOR THE RELIANCE OF THE
ECRC ATTORNEY ONLY:

ECRC Attorney

Attachments

ATTACHMENT A - SUBMITTAL FORM

This signed form must be included with the submission to be considered responsive.

Addendums Acknowledged (if applicable) – All Addendums must be acknowledged

| | | | |
|-------------|-----------|----------|-----------|
| Addendum #1 | YES _____ | NO _____ | N/A _____ |
| Addendum #2 | YES _____ | NO _____ | N/A _____ |
| Addendum #3 | YES _____ | NO _____ | N/A _____ |
| Addendum #4 | YES _____ | NO _____ | N/A _____ |

Others

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the services stipulated in this RFP as stated above.

NAME:

COMPANY:

ADDRESS:

TELEPHONE:

EMAIL:

SIGNATURE: _____

TITLE:

ATTACHMENT B – CONTRACTOR REFERENCES

CONTRACTOR:

PROVIDE THE INFORMATION REQUESTED BELOW ON ALL CONTRACT PROJECT WORK FOR THE PAST THREE (3) YEARS TO DATE. YOU MAY PHOTOCOPY ADDITIONAL PAGES. It is imperative that accurate contact names and phone numbers be given for the projects listed. Client information should include a contact person who can comment on the contractor's ability to perform the services required under this contract. Ensure that telephone numbers and contact names given are up-to-date and accurate.

Project Number 1

1. Name of Client Organization _____

2. Name and Title of Point of Contact (POC) for Client Organization:

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 2

1. Name of Client Organization _____

2. Name and Title of Point of Contact (POC) for Client Organization:

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

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5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

Project Number 3

1. Name of Client Organization _____

2. Name and Title of Point of Contact (POC) for Client Organization:

Phone Number of POC: _____ Email: _____

3. Approximate Value of Contract: _____

4. Duration of Contract: _____

5. Description of Services Provided: _____

6. Team Member(s) Involved: _____

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Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County

ATTACHMENT C - NON-COLLUSION AND DEBARMENT AFFIDAVIT

DATE _____

TO: Emerald Coast Regional Council
4081 E. Olive Street
Pensacola, Florida

To Whom it May Concern:

This is to certify that the undersigned bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid submitted to the Emerald Coast Regional Council.

In addition, the bidder also certifies that they are in good standing and not on any debarred lists with any government agency including Federal, State or Local Governments.

Name of Bidder

Signature

Title of Authorized Representative

Swore to and subscribed before me this ____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public

(Notary Seal)

ATTACHMENT D – E-VERIFY AFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the _____ of _____ (the “Contractor/Vendor”).
4. I am authorized by _____ to make this Affidavit on behalf of Contractor/Vendor.
5. Contractor/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with Emerald Coast Regional Council.
9. Contractor’s/Vendor’s subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Vendor, nor any subcontractor of Contractor/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

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12. If the Contractor/Vendor, or any subcontractor of Contractor/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with ECRC, it shall provide immediate notice thereof to Emerald Coast Regional Council.

Signature of Affiant on behalf of Contractor/Vendor

By: _____

As its: _____

Dated: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by

_____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Print Name: _____

Notary Public of the State of Florida

ATTACHMENT E – SCRUTINIZED COMPANIES

Contractor, its principals, or owners, must certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Cuba, Venezuela, or Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 1) Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 2.2 Is engaged in business operations in Syria.

Name of Bidder

Signature

Title of Authorized Representative

Swore to and subscribed before me this _____ day of _____, 20 ____ .

My commission expires _____, 20 ____ .

Notary Public

(Notary Seal)

ATTACHMENT F - CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Date:

Authorized Signature:

Title:

ATTACHMENT G DESIGN-BUILD STIPEND AGREEMENT

THIS DESIGN-BUILD STIPEND AGREEMENT (“Agreement”), entered into this ___day of ____, between the Emerald Coast Regional Council (“ECRC”, and _____ (“Contractor”) authorized to conduct business in the State of Florida, agree as follows:

1. AGREEMENT

- The Contractor intends to prepare a responsive Technical Proposal in accordance with the Request for Proposal (“RFP”) dated May 1, 2026, for RFP 03-0226 Project located in Escambia County,
- The ECRC and the Contractor agree that the ECRC will only pay a stipend for the work done by the Contractor in preparing its Technical Proposal, if the Contractor meets the eligibility requirements contained in the Advertisement and the RFP.
- The Contractor agrees that if it meets the requirements and becomes eligible to receive a stipend, the work performed will be considered work for hire and shall, upon payment of the stipend, become the property of the ECRC without restriction or limitation on its use. If the Contractor is eligible to receive a stipend, it shall not copyright any of the material developed under this Agreement.

2. SERVICES AND PERFORMANCE

- In accordance with the ECRC’s RFP, the ECRC retains the Contractor to prepare a responsive Technical Proposal.
- Reference in this Agreement to the Technical Proposal is the portion of the Contractor’s proposal pursuant to the RFP that contains the technical requirements.
- Reference in this Agreement to the Design-Build Contract is the contract that is awarded and executed as a result of the RFP.

3. TERM

Unless otherwise provided in this Agreement, the provisions of this Agreement shall remain in full force and effect until execution by the ECRC of a Design-Build Contract pursuant to the RFP or a one (1) year term from the date of the execution of this Agreement, whichever occurs last. Services are authorized to commence effective upon the execution date of this Agreement. Technical Proposals are due by the dates set forth in the RFP.

4. COMPENSATION AND PAYMENT

A. If the Contractor is not awarded the Design-Build Contract by the ECRC, and the Contractor meets the eligibility requirements contained in the Advertisement and the RFP, the ECRC agrees to pay the Contractor a lump sum amount of \$40,000 for a responsive Technical Proposal.

B. If the ECRC awards the Design-Build Contract to the Contractor, the Contractor will not be compensated for preparation of its Technical Proposals through this Agreement. In the event a Design-Build Contract is not awarded, only short-listed Design-Build Firms that have submitted responsive Technical Proposals and also meet the eligibility requirements as described in the Advertisement and the RFP shall receive a stipend.

C. Payment shall be made only after receipt and approval of goods and services and receipt of an invoice. Additionally, payment will be made only if and when the ECRC determines that it has received a responsive Technical Proposal, in accordance with the RFP. The ECRC shall advise the Contractor if the Technical Proposal is responsive. The Contractor shall not invoice the ECRC for preparation of a Technical Proposal until it has been determined by the ECRC to be responsive and the Contractor has been deemed to be eligible to receive the stipend.

The ECRC shall provide written notification to the Contractor once the Design-Build Contract has been executed. Upon notification from the ECRC, shortlisted Design-Build Firms that submitted responsive Technical Proposals and also meet the advertisement eligibility requirements shall submit an invoice for the lump sum stipend amount, within two weeks of receipt of the notification.

D. To the extent that payment is made by the ECRC to the Contractor pursuant to Contract and is subsequently executed and delivered by the Contractor and the ECRC, then the Contractor shall repay the full amount of such payment to the ECRC concurrently with such execution and delivery.

E. This Agreement involves the submission of Technical Proposals by the Contractor, which must be received by the due dates set forth in the RFP and determined responsive by the ECRC as a condition of payment.

F. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre audit and post audit thereof.

G. Travel expenses are not authorized for payment in this Agreement.

H. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request of the ECRC at all times during the period of this Agreement and for five years after final payment is made for the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the ECRC upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the ECRC for a proper audit of costs.

5. INDEMNITY

A. Contractor agrees that it will indemnify, defend, and hold the ECRC, its officers, agents, and employees harmless from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by the ECRC, from any acts, actions, neglect, or

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omissions arising from the performance of this Agreement by Contractor, its agents, employees, and subcontractors.

B. The ECRC's failure to notify the Contractor of a claim shall not release the Contractor's obligation to indemnify, defend, and pay for the defense, or at the ECRC's option, to participate and associate with the ECRC in defense of any claim.

C. The parties agree that 1% of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the ECRC to the Contractor for the Design Build Firm's indemnity agreement.

6. COMPLIANCE WITH LAWS

A. In the event the ECRC makes a payment to the Contractor shall comply with Chapter 119, Florida Statutes. Specifically, the Contractor shall:

(1) Keep and maintain public records required by the ECRC to perform the service.

(2) Upon request from the ECRC's custodian of public records, provide the ECRC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the ECRC.

(4) Upon completion of the Agreement, transfer, at no cost, to the ECRC, all public records in possession of the Contractor or keep and maintain public records required by the ECRC to perform the service. If the Contractor transfers all public records to the ECRC upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the ECRC, upon request from the ECRC's custodian of public records, in a format that is compatible with the information technology systems of the ECRC.

Failure by the Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the ECRC.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES ,TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Ms. Dawn K. Schwartz, dawn.schwartz@ecrc.org

B. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

C. The ECRC will consider employment of unauthorized aliens by any contractor to be a violation of Section 274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

D. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

E. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contact with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

7. EARLY TERMINATION

A. This Agreement may be terminated by the ECRC in whole or in part at any time the interest of the ECRC necessitates such termination.

B. If the ECRC withdraws the RFP, this Agreement shall be considered terminated effective the date of the withdrawal.

C. If this Agreement is terminated prior to the evaluation of the Letters of Interest, no payment will be made to the Contractor.

D. If this Agreement is terminated after the Letters of Interest have been scored, as set forth in the Advertisement and prior to execution of a Design-Build Contract, the Contactor shall be entitled to the compensation, provided the Contractor submitted to the ECRC a responsive Technical Proposal and meets the eligibility requirements contained in the RFP.

E. For Contracts \$1,000,000 and greater, if the ECRC determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies

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Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the ECRC shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the ECRC's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

8. ASSIGNMENT

The Contractor shall not assign or transfer any rights under this Agreement without the written consent of the ECRC.

9. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

B. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

D. This agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Escambia, County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Escambia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the agreement.

G. Contractor:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to the ECRC contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and.

(3) Shall adhere to requirements in section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized on the date first above written.

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Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County

ECRC ATTEST:

EMERALD COAST REGIONAL
COUNCIL

Sign: _____

Print: Kandase Lee

Title: CEO

CLIENT ATTEST:

Sign: _____

Print: _____

Title: _____

ATTACHMENT H DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES NO

NAME OF BUSINESS:

Request for Proposals 03-2026

Design-Build Services for the SS4A Demonstration of Intelligent Transportation Systems Safety Infrastructure Improvements in Escambia County

ATTACHMENT I DAVIS-BACON WAGE DETERMINATION

"General Decision Number: FL20260247 04/15/2026

Superseded General Decision Number: Superceded WD

State: Florida

Construction Types: Highway

Counties: Florida Counties of Escambia

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, |

| |
|---|
| if it is higher) for all hours spent performing on that contract in 2025. |
|---|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/02/2026 |
| 1 | 04/15/2026 |

SUFL2022-016 06/27/2024

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 19.66 | 0.00 |

SUFL2022-016 06/27/2024

| | Rates | Fringes |
|-------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER..... | \$ 17.13 | 0.00 |

SUFL2022-016 06/27/2024

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.25 | 7.38 |

SUFL2022-016 06/27/2024

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 24.16 | 0.00 |

SUFL2022-016 06/27/2024

| | Rates | Fringes |
|--|----------|---------|
| LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR..... | \$ 14.22 | 0.00 |

SUFL2022-016 06/27/2024
LABORER: COMMON OR GENERAL.....\$ 12.80
Rates Fringes
0.00

SUFL2022-016 06/27/2024
LABORER: MASON TENDER - CEMENT/CONCRETE.....\$ 20.24
Rates Fringes
2.01

SUFL2022-016 06/27/2024
LABORER: PIPELAYER.....\$ 16.72
Rates Fringes
0.00

SUFL2022-016 06/27/2024
LABORER: GRADE CHECKER.....\$ 17.21
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....\$ 20.34
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....\$ 19.99
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: BOOM.....\$ 33.61
Rates Fringes
11.50

SUFL2022-016 06/27/2024
OPERATOR: BROOM/SWEEPER.....\$ 16.46
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: BULLDOZER.....\$ 17.48
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: CRANE.....\$ 28.42
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: GRADER/BLADE.....\$ 19.25
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: LOADER.....\$ 17.06
Rates Fringes
0.91

SUFL2022-016 06/27/2024
OPERATOR: MECHANIC.....\$ 29.69
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: MILLING MACHINE.....\$ 19.68
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND
CONCRETE).....\$ 20.29
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: PILEDRIVER.....\$ 22.98
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: ROLLER.....\$ 16.20
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: SCRAPER.....\$ 15.54
Rates Fringes
0.00

SUFL2022-016 06/27/2024
OPERATOR: SCREED.....\$ 19.24
Rates Fringes
0.00

SUFL2022-016 06/27/2024
Rates Fringes

| | | |
|---------------------------------------|----------|---------|
| OPERATOR: TRACTOR..... | \$ 16.91 | 0.66 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| PAINTER..... | \$ 21.02 | 0.00 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRAFFIC CONTROL PERSON..... | \$ 15.38 | 0.00 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: DUMP TRUCK..... | \$ 19.81 | 0.93 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: FLATBED TRUCK..... | \$ 19.46 | 0.00 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: LOWBOY TRUCK..... | \$ 21.54 | 0.98 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: OFF THE ROAD TRUCK..... | \$ 16.55 | 0.00 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: WATER TRUCK..... | \$ 18.27 | 0.00 |
| ----- | | |
| SUFL2022-016 06/27/2024 | | |
| | Rates | Fringes |
| TRUCK DRIVER: DISTRIBUTOR TRUCK..... | \$ 20.88 | 0.00 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""""SU""""", """"UAVG""""", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The """"SU"""" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The """"SA"""" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"""